

# Certification of Taxpayer Identification Number

(Substitute for Internal Revenue Service Form W-9)

Goldman, Sachs & Co.  
85 Broad Street  
New York, NY 10004-2456  
212-902-1000



**GOLDMAN, SACHS & CO. ACCOUNT NUMBER:** [REDACTED] - 344 L

Name/Business Name (If joint account, list the name of the person or entity whose taxpayer identification number is listed. See instructions if your name has changed. Sole Proprietors should see specific instructions.)

Kenneth L. Lay & Linda P. Lay Ten/Com

Address 2121 Kirby Drive, No. 137

City, State and ZIP code Houston, Texas 77019

Your tax domicile for reporting purposes  
(If different from above address)

## Taxpayer Identification Number (TIN):

For individuals, this is your social security number. Sole proprietors should see special instructions. For other entities, it is your employer identification number. If you do not have a number, see **How To Obtain A TIN**. See the chart below for guidelines on whose number to enter.

For Payees Exempt from Backup Withholding (See Exempt Payees and Payments), write "EXEMPT" below:

Social Security Number

Employer Identification Number / TIN

**Certification:** Under penalties of perjury, I certify that

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding or (b) I have not been notified by the Internal Revenue Service that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.

Certification Instructions: You must cross out item 2 above if you have been notified by IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return. For contributions to an IRA account, you are not required to sign the Certification, but you must provide your correct TIN. (See also the section, *Signing the Certification*).

PLEASE  
SIGN  
HERE

Signature >

Date > 1/12/99

Instructions: Section references are to the Internal Revenue Code.

## PURPOSE OF FORM:

Goldman, Sachs & Co. ("GS & Co.") is required to obtain your correct Taxpayer Identification Number ("TIN") to report income paid to you. Use this form to provide your correct TIN to GS & Co., to certify that the TIN you are furnishing is correct (or that you are waiting for a number to be issued), to certify that you are not subject to backup withholding and to claim exemption from backup withholding if you are an exempt payee. Furnishing your correct TIN and making the appropriate certifications will prevent certain payments from being subject to backup withholding.

## HOW TO OBTAIN A TIN:

If you do not have a TIN, apply for one immediately. To apply, get Form SS-5, Application for a Social Security Number Card (for individuals), from your local office of the Social Security Administration, or Form SS-4, Application for Employer Identification Number (for business and all other entities) from your local IRS Office.

To complete Form W-9 if you do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form and return it to GS & Co. Generally, you will have 60 days to obtain a TIN and furnish it to GS & Co. GS & Co. will backup withhold on any reportable payments made to your account and will refund the amounts withheld if your certified TIN is received within the 60-day period and you were not subject to backup

withholding during that period.

**NOTE:** Writing "Applied for" on the form means that you have already applied for a TIN or that you intend to apply for one in the near future. As soon as you receive your TIN, complete another Form W-9, include your TIN, sign and date the form, and return it to GS & Co.

## WHAT IS BACKUP WITHHOLDING?:

GS & Co. may be required to withhold and pay to the IRS 31% of reportable payments made to you if certain conditions exist. This is called "backup withholding". Reportable payments that could be subject to backup withholding include interest, dividends, broker transactions, rents, royalties and nonemployee compensation.

Payments you receive will be subject to backup withholding if:

- You do not furnish your TIN to GS & Co.; or
- The IRS notifies GS & Co. that you furnished an incorrect TIN; or
- You are notified by the IRS that you are subject to backup withholding because you failed to report all of your interest and dividends on your tax return (for reportable interest and dividends only); or
- You fail to certify to GS & Co. that you are not subject to backup withholding under (3) above (for reportable interest and dividend accounts opened after 1983 only); or
- You fail to certify your TIN. (This applies only to reportable interest, dividend and brokerage accounts).

GSW9 8/97

Please See Reverse Side

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GOVERNMENT  
EXHIBIT

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Crim. No. H-04-25 (S-2)

NAF *NAF*

GOLDMAN, SACHS & CO. ACCOUNT INFORMATION FORM  
TOP ACCOUNT: FAYEZ SAROFIM & CO. C02-12403-7

|                                                                                                                                                                           |                                                                                                                                |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|
| ACCOUNT NO. 09-0<br>REP 0341<br>ACCT SYN<br>REP SYN                                                                                                                       | OPENED : 13JAN99<br>COMPANY : GSCO GS & CO.<br>DATE OF FIRST TRADE:<br>ISOLATED: DATE:                                         |
| CUSTOMER NAME & ADDRESS<br><br>KENNETH L LAY & ✓<br>LINDA P LAY<br>TENANTS IN COMMON<br>ENRON CORP<br>1400 SMITH ST 50TH FL<br>HOUSTON TX 77002                           | TAX INFORMATION<br><br>SSN/TIN : <i>[REDACTED]</i> ✓<br>TEFRA STATUS: NON-EXEMPT DOM<br>TAX DOMICILE: TX                       |
| ZIP CODE: 77002<br>CNFM STMT ADV<br>CNFRM-ROUTE GEO TX<br>STMT-ROUTE                                                                                                      | STD INST: HOLD-FIRM NAME ✓<br>DIV/INT : HOLD IN ACCOUNT<br>PROCEEDS: HOLD                                                      |
| CLASS : RJ ✓ INV ADV /MST LET<br>TYPE : CASH<br>PAYOUT : INDIVIDUAL ✓<br>RELATED/UNRELATED: AS DIRECTORIAL<br>PROXY DISCLOSURE : DISCLOSE<br>HOT ISSUE :<br>CUSTODY FEE : | INST. ID #: 71297 FAYEZ SAROFIM &<br>AGENT INT :<br>AGENT BK # :<br>INT PTY 1 :<br>INTERNAL 1 :<br>INT PTY 2 :<br>INTERNAL 2 : |
| RESIDENCE ADDRESS : _____                                                                                                                                                 |                                                                                                                                |
| FIRM/EMPLOYER : _____                                                                                                                                                     |                                                                                                                                |
| ADDRESS: _____                                                                                                                                                            |                                                                                                                                |
| NATURE OF BUSINESS: _____ POSITION: _____                                                                                                                                 |                                                                                                                                |
| PHONE: RESIDENCE - _____ BUSINESS - _____                                                                                                                                 |                                                                                                                                |
| EMP/AFFIL OF OTHER BRK/DLR?: _____ WHICH B/D?: _____                                                                                                                      |                                                                                                                                |
| BANK REFERENCE : _____                                                                                                                                                    |                                                                                                                                |
| BANK OFFICER : _____                                                                                                                                                      |                                                                                                                                |
| OTHER REFERENCE : _____                                                                                                                                                   |                                                                                                                                |
| INTRODUCED BY : FAYEZ SAROFIM REG SEC IA MLOF                                                                                                                             |                                                                                                                                |
| ORDERS PLACED BY : _____                                                                                                                                                  |                                                                                                                                |
| PRTHR/EMPL OR FAMILY: _____ CITIZEN OF: _____ EST YR BIRTH: 0000                                                                                                          |                                                                                                                                |
| INVEST OBJ: SAFETY: _ INCOME: _ GROWTH: _ TRDPRE: _ SPCL: _ OTHER: _                                                                                                      |                                                                                                                                |
| COMMENTS : _____                                                                                                                                                          |                                                                                                                                |

X *[Signature]*  
\* *[Signature]* 2/11/99

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00158

# Custodial Agreement

CLH  
Goldman, Sachs & Co.  
85 Broad Street  
New York, NY 10004-2458  
212-902-1000



|                                                                      |                                             |
|----------------------------------------------------------------------|---------------------------------------------|
| Title of Account<br><b>Kenneth L. Lay &amp; Linda P. Lay Ten/Com</b> | Account Number<br>[REDACTED] <b>9-0-341</b> |
|----------------------------------------------------------------------|---------------------------------------------|

## To: Goldman, Sachs & Co.

This agreement sets forth our respective rights and obligations in connection with your acting as custodian for securities and other property now or hereafter held in the undersigned's ("Client") account or accounts with you, subject at all times to the Client's instructions and the terms of this agreement.

You are authorized to register such securities in your name or the name of your nominee, or cause such securities to be registered in the name of, or in the name of the nominee of, a recognized depository or clearing organization. Client understands that when you hold on Client's behalf bonds or preferred stocks which are callable in part by the issuer, such securities will be subject to your impartial lottery allocation system in which the probability of Client's securities being selected as called is proportional to the holdings of all clients of such securities held in bulk by or for you. Client further understands that you will withdraw such securities from any depository prior to the first date on which such securities may be called unless such depository has adopted an impartial lottery system which is applicable to all participants. Client may withdraw uncalled securities prior to a partial call subject to compliance with applicable margin requirements and the terms of any agreements between you and Client. You are authorized to withdraw securities sold or otherwise disposed of, and to credit Client's account with the proceeds thereof or make such other disposition thereof as Client may direct. You are further authorized to collect all income and other payments which may become due on Client's securities, to surrender for payment maturing obligations and those called for redemption and to exchange certificates in temporary form for like certificates in definitive form, or, if the par value of any shares is changed, to effect the exchange for new certificates. It is understood and agreed by Client that although you will use reasonable efforts to effect the authorization set forth in the preceding sentence, you will incur no liability for your failure to effect the same.

The undersigned agrees to pay promptly any custody or other fees which may be imposed by you with respect to the account. You may, in your discretion and without notice to the undersigned, deduct any amounts which may become due hereunder from the undersigned's account.

Client understands that you may be required to disclose to securities issuers the name, address and securities positions with respect to securities held in the Client's account in your or your nominee's name unless you are notified that Client objects. Client hereby notifies you that Client wishes such disclosure to be made.

☒ CLIENT SHOULD CHECK THIS BOX IF CLIENT DOES NOT CONSENT TO SUCH DISCLOSURE.

|                                                                       |                    |                          |                       |
|-----------------------------------------------------------------------|--------------------|--------------------------|-----------------------|
| Signature:<br>                                                        |                    | Date:<br>1/12/99         |                       |
| Please Print Name and Title (if applicable):<br><b>Kenneth L. Lay</b> |                    |                          |                       |
| Street Address of Residence/Principal Office<br>[REDACTED], No. 137   |                    |                          |                       |
| City<br><b>Houston</b>                                                | State<br><b>TX</b> | ZIP Code<br><b>77019</b> | Country<br><b>USA</b> |
| Signature:<br>                                                        |                    | Date:<br>1/12/99         |                       |
| Please Print Name and Title (if applicable):<br><b>Linda P. Lay</b>   |                    |                          |                       |
| Street Address of Residence/Principal Office<br>[REDACTED], No. 137   |                    |                          |                       |
| City<br><b>Houston</b>                                                | State<br><b>TX</b> | ZIP Code<br><b>77019</b> | Country<br><b>USA</b> |

# Multi-Party Trading Authorization

Title of Account

KENNETH L. LAY & LINDA P. LAY

Account Number

does indemnify and hold GS harmless from any loss, damage, expense or liability howsoever arising which you might suffer by or imposed upon GS by reason of any transaction entered into by or for the Client's agent (prior to GS' receipt of written notice of revocation of the undersigned signatory at the death of the undersigned signatory) in connection with the Account is carried at Goldman, Sachs & Co.; (U.K.) or Goldman Sachs International, (U.K.) or Goldman Sachs Government Securities, (U.K.); and (c) unless otherwise agreed, if the Account is carried in a GS entity other than those specified in (a) or (b), by the law of the jurisdiction in which the principal office of such GS entity is located.

For Goldman, Sachs & Co., and its affiliates, wheresoever in the world located (hereinafter referred to individually and collectively as "GS")

The undersigned, as an authorized signatory for the above-referenced legal entity (such entity being the "Client") hereby authorizes (Print name of agent)

FAYEZ SARAGIM & CO.

as the Client's agent and attorney-in-fact to purchase, invest in, sell, transfer, exchange or otherwise dispose of, including entering into repurchase and reverse repurchase agreements, and generally deal in and with foreign currency and any and all forms of securities, including, but not limited to, shares, stocks, listed or over-the-counter options, bonds, debentures, notes, scrip, evidences of indebtedness, participation certificates, mortgages, mortgage-backed and asset-backed securities, contracts, certificates of deposit, commercial paper, "when-issued" securities, subscription rights, warrants, other derivative transactions and securities, and certificates of interest of any and every kind and nature whatsoever as well as any other instrument or interest generally regarded as an investment, secured or unsecured, whether represented by certificate or otherwise (including entering into margin transactions and short sales, if a margin account for the Client has been applied for and approved by GS, and secured lending transactions) in accordance with GS' terms and conditions for the Client's account (the "Account") and risk and in the Client's name or number on GS' books. The Client hereby agrees to indemnify and hold GS harmless from and to pay GS promptly on demand any and all losses arising therefrom or debt balances or other amounts due thereon.

In all matters and things aforementioned, as well as in all other things necessary or incidental to the furtherance or conduct of the Account, GS is authorized to follow the instructions of the aforesaid agent and attorney-in-fact in every respect and he or she is authorized to act for the Client and on the Client's behalf in the same manner and with the same force and effect as the undersigned might or could do with respect to the Account. The Client hereby ratifies and confirms any and all transactions with GS heretofore or hereafter made by the aforesaid agent for the Account, and waives notification to the Client of any of the aforementioned transactions and the delivery of any statements, notices or demands pertaining thereto. The undersigned additionally authorizes the above-named agent to appoint any other person to do any and all of the things which said agent is authorized to do hereunder.

This authorization and indemnity: (a) is a continuing one and shall not be affected by the subsequent disability or incompetence of the undersigned authorized signatory and shall remain in full force and effect until receipt by a Managing Director or an officer of the GS entity with which the Account is established of written notice of the Client's revocation thereof or written notice of the death of the undersigned signatory, and such revocation or notice shall cancel all outstanding unexecuted orders which can be cancelled, but such revocation or notice shall not affect any liability in any way resulting from transactions initiated prior to such revocation or notice, and all transactions initiated prior to such revocation or GS' receipt of said notice shall be binding on the Client and the estate of each joint owner; (b) shall inure to the benefit of GS and of any successor firm or firms irrespective of any change or changes at any time in the personnel thereof for any cause whatsoever, and of the assigns of GS or any successor firm; (c) shall be binding upon the executors, administrators and legal representatives of each joint owner; and (d) is in addition to (and in no way limits or restricts) any of the provisions of or the rights which GS may have under any other agreement or agreements between GS and the Client relating to the Account.

The Client hereby agrees, on its own behalf and on behalf of the executors, administrators and legal representatives of each joint owner, to and hereby

Signature (Owner of Account)

Please Print Name and Title (if applicable)

Kenneth L. Lay

Date 2/23/99

Signature (Owner of Account)

Please Print Name and Title (if applicable)

Linda P. Lay

Date 2/23/99

Accepted by: (Agent's Signature)

Date

The Client and agent must sign below if the agent is also authorized to withdraw securities and funds from the Account as provided in the next paragraph.

In addition to the foregoing authorization, you are also authorized to make deliveries of securities and payment of funds to the aforesaid agent and attorney-in-fact or as he or she may order or direct, and pursuant to such order or direction you may transfer any securities in the Account into the name of my said agent individually or any other person and deliver the same in that form or in bearer form on his or her order any cash or in the name of any other person, and you may accept any such securities and or funds for the individual account of my said agent or any other person.

Signature (Owner of Account)

Date 2/23/99

Signature (Owner of Account)

Date 2/23/99

Accepted by: (Agent's Signature)

Date

GSMPTA 5/97

Please See Reverse Side For Notarization Or Sworn Verification

1-085 P.02/02 F-142

809285911

FROM-GOLDMAN SACHS

FEB-23-99 01:12PM

CONFIDENTIAL

2 GS

00160

Feb-23-99 01:13pm

From-GOLDMAN SACHS

7135582608

T-085 P.01/01 F-143

Notarization of this document is required if this document is executed in the United States. Sworn verification is acceptable if executed in the United Kingdom. An equivalent form of sworn verification which accords with local law is required if executed outside the United States and the United Kingdom. Notary: Please affix

form is required if this document is executed in the United States. Sworn verification is acceptable if executed in the United Kingdom. An equivalent form of sworn verification which accords with local law is required if executed outside the United States and the United Kingdom. Notary: Please affix our seal, stamp or notary number to the notarization.

State of TEXAS

County of Harris

On this 23rd

day of February, 1999.

before me came (Chamber of A. agent) Linda P. Lay

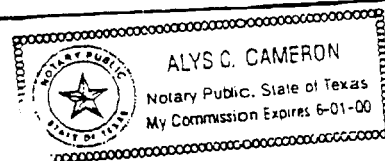
to me known and known to me to be the individual described in and who executed the foregoing instrument, and L. Lay acknowledged that she executed the same.

Notary Public

My commission expires



State of Texas County of Harris  
On this 10th day of May, 1999.  
before me came (Agent) Rose G. White  
to me known and known to me to be the individual described in and who executed the foregoing instrument, and she acknowledged that she executed the same.  
Notary Public Alys C. Cameron  
My commission expires



Received Time

Feb. 23. 2:02PM

Print Time

Feb. 23. 2:04PM

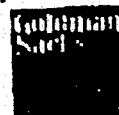
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# Multi-Party Account Agreement

Goldman, Sachs & Co.  
85 Broad Street  
New York, NY 10004-2456  
212-902-1000



MISSING FINANCIALS  
ON CLIENTS

Account Number

90-341

Title of Account

Kenneth L. Lay & Linda P. Lay, TIC

To: Goldman, Sachs & Co.

This agreement sets forth the terms and conditions of the account. The account is established for the account of the undersigned and each of the joint owners. This agreement is in full and complete satisfaction of all rights which you or any of your affiliates may have under any other agreements between you and Client. You and Client hereby agree to the following with respect to any of Client's:

## 1. Exchange or Market

rules and customs of transactions are executed pursuant to the governmental authorities.

## 2. General Lien

and the proceeds thereof your affiliates may not individually or jointly have against you or any right of set-off for the delivery of collateral to affiliates with respect to request, in such amount may, in your discretion, and apply or transfer an or Client's accounts, acknowledge that you a rights subject to lien as

## 3. Payment and Setoff

on a cash basis and Client securities sold for Client demand all balances securities is contemplated item sold will be owned

## 4. Default

In the event with you or any of your bankruptcy, reorganization your affiliates deem it without notice or demand, terminate, accelerate, liquidate and you or any of or any of your affiliates with others) and apply in obligations to Client against secured creditor in respect of right of set-off, cover otherwise) and take such that if applicable law would take any such action upon you and the applicable a cancellation, termination application of appropriate disposition of securities in the application of process similar proceeding, Client and your affiliates for any of an inability to borrow;

## 5. Interest Fees

Client accordance with your transaction, including to account (i.e., the creditor you of the item sold in document entitled "Intent to pay promptly any deposits or marks to be purchased or sold by Client may be imposed by you

## 6. Sale Orders

Except in order by Client shall securities to be sold are placing of such order securities to you on or agrees to designate all securities to Client's account shall forwarding by you to Client transmitted or otherwise (3) business days after have been forwarded by receive such communications

## 7. Custodial Arrangements

Client's account, you or your nominee, or cause nominee of, a recognize

our respective rights and obligations in connection with your account or accounts for the undersigned as joint owners ("Client"). Client set forth herein shall be deemed the agreements and accounts established hereunder and each of the joint owners. Client to (and in no way limits or restricts) any of the provisions of or any of your affiliates may have under any other agreements between Client and Client. You and Client hereby agree to the following with respect to any of Client's:

all transactions under this agreement shall be in accordance with the exchange or market and its clearing house, if any, where the and in conformity with applicable law and regulations of and future amendments or supplements thereto.

of Client's. Client agrees that all securities and other property, and any other obligation, whether or not due, which you or any of for Client or which are, or may become, due to Client (either others or in which Client has any interest) and all rights Client may your affiliates shall be subject to a general lien, security interest and charge of all Client's obligations to you or any of your affiliates. Client, in your discretion at any time and from time to time, require Client to, forward, option, swap and other transactions involving or relating on collateral shall be delivered, within one business day of your and form and to such account or recipient as you shall specify. You without notice to Client, deduct any amounts from Client's account of Client's securities and other property interchangeably between any of which unreservedly guarantees all obligations of Client. Client of each of your affiliates act as agents for each other in respect of the

Client agrees that all cash account transactions will be handled shall pay for any security purchased for Client's account, and deliver its account, on or before the settlement date. Client agrees to paying with respect to Client's account. Client warrants that no sale of before the securities are paid for as provided above and that each Client at the time of sale.

default by Client of any obligation under any transaction or agreement shall pay for any security purchased for Client's account, and deliver its account, on or before the settlement date. Client agrees to paying with respect to Client's account. Client warrants that no sale of before the securities are paid for as provided above and that each Client at the time of sale.

agrees to pay interest charges which may be imposed by you in all custom, with respect to late payments in conjunction with any securities purchased, in Client's account and prepayments in Client's of the proceeds of sale prior to settlement date or prior to receipt by not deliverable form). Client acknowledges receipt of the enclosed "Charges to Clients" and agrees to be bound thereby. Client agrees not which may become due in order to meet requests for additional Client with respect to any transactions including unsold securities

Client agrees to pay promptly any custody or other fees which respect to the account.

provided in the last sentence of this Section 6, the giving of each sell issue a designation of the sale as "long" and a certification that the sold by Client and, if such securities are not in your possession, the all constitute a warranty by Client that Client shall deliver such before settlement date. If Client maintains a margin account, Client orders as either "long" or "short".

Reports or confirmations of the execution of orders and statements a conclusive if not objected to in writing within ten (10) days after by mail or otherwise. Communications mailed, electronically to Client at the address confirmed in your records shall, until three have received notice in writing of a different address, be deemed to when sent and the Client waives all claims resulting from failure to

you hold on Client's behalf bonds or preferred stocks which are callable in part by the issuer, such securities will be subject to your impartial lottery allocation system in which the probability of Client's securities being selected as called is proportional to the holdings of all clients of such securities held in bulk by or for you. Client further understands that you will withdraw such securities from any depository prior to the first date on which such securities may be called unless such depository has adopted an impartial lottery system which is applicable to all participants. Client may withdraw uncalled securities prior to a partial call subject to compliance with applicable margin requirements and the terms of any agreements between you and Client. You are authorized to withdraw securities or otherwise disposed of, and to credit Client's account with the proceeds thereof or make such other disposition thereof as Client may direct. You are further authorized to collect all income and other payments which may become due on Client's securities, to surrender for payment maturing obligations and those called for redemption and to exchange certificates in temporary form for like certificates in definitive form, or, if the par value of any share is changed, to affect the exchange for new certificates. It is understood and agreed by Client that although you will use reasonable efforts to effect the authorization set forth in the preceding sentence, you will incur no liability for your failure to effect the same.

Client and you agree that the accounts maintained hereunder may be terminated by you or Client at any time effective upon the giving of notice of such termination to Client or to you, as the case may be. All applicable provisions will survive the termination of the account and this agreement. Without limiting the foregoing, upon any such termination, the provisions of this agreement shall remain in effect with respect to all securities and other property then held in such account or accounts and all transactions and agreements then outstanding between Client and you or any of your affiliates.

Client acknowledges that, on occasion, you may not be in a position to make a recommendation or render an opinion with respect to any security. Client agrees that: (i) you may, in your sole discretion and without prior notice to Client, refuse to accept or execute any order from Client and, in such case, you shall endeavor to give Client notice of such refusal as soon as practicable; (ii) you may submit Client's orders as jointly with orders for other clients and you need not designate any of Client's orders as "Individual" when submitting orders via the DOT system and; (iii) the average price for executions resulting from bunched orders will be assigned to Client's account.

This agreement and its enforcement shall be governed by the laws of the State of New York and its provisions shall cover individually and collectively all accounts which Client may maintain with you. This agreement is binding upon and inures to the benefit of you, your affiliates, Client, and our respective legal representatives, successors and assigns. Neither you nor Client may assign its rights or obligations under this agreement, in whole or in part, without the prior written consent of the other party, except for an assignment and delegation by you of all of your rights and obligations hereunder to a successor entity that assumes substantially all of your assets and businesses (including all of the obligations under this agreement) by contract, operation of law or otherwise and that is a registered broker-dealer under relevant Securities and Exchange Commission rules. Upon any such delegation and assumption of obligations by such successor entity, you shall be relieved of and fully discharged from all your obligations hereunder, whether such obligations arose before or after the date of such delegation and assumption. No waiver of any provision of this agreement shall be deemed a waiver of any other provision, nor a continuing waiver of the provision or provisions so waived. All waivers and modifications must be in writing.

## 12. Arbitration

- Arbitration is final and binding on the parties.
- The parties are waiving their right to seek remedies in court, including the right to a jury trial.
- Pre-arbitration discovery is generally more limited than and different from court proceedings.
- The arbitrators' award is not required to include factual findings or legal reasoning and any party's right to appeal or to seek modification of rulings by the arbitrators is strictly limited.
- The panel of arbitrators will typically include a majority of arbitrators who were or are affiliated with the securities industry.

Any controversy between you (together with any of your affiliates also involved in such controversy) or any of your or their Managing Directors, officers, directors or employees on the one hand, and Client or Client's agents on the other hand, arising out of or relating to this agreement, the transactions contemplated hereby, or the accounts established hereunder, shall be settled by arbitration, in accordance with the rules then obtaining of any one of the American Arbitration Association or The New York Stock Exchange, Inc., or any other exchange of which you are a member, or the National Association of Securities Dealers, Inc., or The Municipal Securities Rulemaking Board, as Client may elect. If Client does not make such election by registered mail addressed to you at your main office within the (10) days after receipt of notification from you requesting such election, then Client authorizes you to make such election on behalf of Client. The award of the arbitrator shall be final, and judgment upon the award rendered may be entered in any court, state or federal, having jurisdiction.

No person shall bring a punitive or class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a punitive class action or who is a member of a punitive class who has not opted out of the class with respect to any claims encompassed by the punitive class action suit: (i) the class certification is sought; (ii) the class is decertified; or (iii) the Client is excluded from the class by the court.

Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this agreement except to the extent stated herein.

**12. Client Representations.** Each of the undersigned represents that he or she is of legal age. Client further represents that no one except the Client has an interest in Client's account unless such interest is revealed in the title of such account and in any such case, Client has the interest indicated in such title. Client warrants that he or she will keep you informed of any changes in the information supplied to you herein or otherwise in connection with your establishing and maintaining an account or accounts for Client.

**14. Power and Authority.** The undersigned hereby represent and warrant to you that each of the undersigned has full power and authority on behalf of all of the undersigned: (a) to make purchases and sales for Client's account; (b) to withdraw funds, securities and other property from Client's account; (c) to give and receive instructions, demands, notices, confirmations, reports, statements of account and communications of every kind; (d) to execute this agreement and other agreements relating to the foregoing matters and to terminate, modify, or waive any of the provisions thereof; and (e) generally to deal with you on behalf of Client's account, either individually or in our joint names, as fully and completely as if each alone were interested therein, all without notice to the other or others. Notwithstanding the foregoing, the undersigned agree that you may, in your sole discretion: (1) require joint instruction from some or all of the undersigned before taking any action hereunder and (2) if you should receive instructions from any one of the undersigned which are, in your opinion, in conflict with instructions received from any other of the undersigned, comply with any such instructions until you receive instructions from any one or all of the undersigned which are satisfactory to you. The authority conferred herein shall remain in force until written notice of the revocation, signed by each of the undersigned, is received at your New York office.

**15. Liability.** Each of the undersigned agrees on his or her or her estate, executors, administrators and legal representatives Client's account shall be joint and several. The estate of any of survivor shall be jointly and severally liable for any debt or for completing transactions initiated prior to your receipt of the w liquidating the account, or otherwise.

**16. Beneficiary.** Client agrees that all funds, securities and oil and the proceeds thereof shall be held for the account in the title, with all the legal and equitable rights of every nature: obligations and conditions, that such form of ownership is undersigned. In the event of the death or incompetency of any change which affects the manner in which the property in immediately be given written notice thereof, and, in addition to agreements relating to Client's account, you are authorized to documents and tax waivers, and retain such portion of or rest all as you may deem advisable.

on behalf and on behalf of his or her liability with respect to who shall have died and such in the Account resulting from ten notice of such death, from

property held for the account manner indicated in the account of kind, and subject to all the upon all or any of the is of the undersigned, or other to account is held, you shall e actions permitted under any ssa such action, require such t transactions in the account.

A margin account will be established for the Client unless and until the account is approved for margin transactions by **Barclays Bank, N.A.** & Co.

Please complete Section 17 only if Client wishes to apply for a margin account.

**17. Margin.** Section 17 applies to transactions effected in a securities margin account which has been established by you. The provisions of Section 17 are in addition to the other provisions contained in this agreement.

- a) Client represents and warrants to you that Client has had an opportunity to discuss with you the risks associated with the use of margin and that the use of margin is consistent with Client's investment objectives as supplied to you, including, if applicable, the designation of safety of principal as Client's primary investment objective.
- b) Client agrees to maintain margins for Client's account as you may require from time to time. Client agrees to pay interest charges which are imposed, in accordance with your usual custom, with respect to Client's account and to pay on demand any debit balance owing with respect to Client's account.
- c) Client agrees that securities and other property in Client's account may be carried in your general loans and may be pledged or hypothecated separately or in common with other securities and any other property for the sum due to you thereon or for a greater sum and without retaining in your possession and control for delivery a like amount of similar securities or other property and that certain rights of ownership, including the right to vote such securities, may be transferred to you or by you to others.

By signing here, Client indicates a desire to apply for a securities margin account, agrees to abide by all provisions in Section 17, and acknowledges that Client's securities may be loaned to **Barclays Bank, N.A.** or to others.

|                  |               |
|------------------|---------------|
| Signature:       | Date: 2/22/99 |
| Signature:       | Date: 2/22/99 |
| Signature: _____ | Date: _____   |
| Signature: _____ | Date: _____   |

#### Part 1. Margin.

**18. Declaration of Client and Others.** Check all applicable boxes and provide an explanation below if Client is associated with any of the entities listed below, or if an immediate family member of Client (spouse, brother, sister, parents, children, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law), or other person, who supports Client to a material extent, is associated with any of the following entities:

- ☐ an exchange;
- ☐ a member or member organization of any exchange or the NASD or any broker-dealer;
- ☐ a bank, savings and loan institution, trust company, insurance company; or
- ☐ an investment company, an investment advisory firm or other institutional investment entity.

Explanation: \_\_\_\_\_

#### 19. Financial Information.

|                                       | Below \$250,000          | \$250,000 to \$500,000   | \$500,000 to \$1,000,000 | Over \$1,000,000                    |
|---------------------------------------|--------------------------|--------------------------|--------------------------|-------------------------------------|
| Total Net Worth (excluding residence) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Annual Income                         | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Total Net Liquid Assets               | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

101/PNC  
K

**20. Investment Objectives.** While individual transactions may vary, Client's investment objectives with respect to securities transactions are set forth below. Such information does not apply to other transactions with you or with any of your affiliates. **Please rank all applicable objectives in order of preference ("1" indicates the highest preference, "5" indicates the lowest preference).**

☐ **Growth:** Client is more interested in having the market value of the portfolio grow over the long term than in current income from portfolio; Client is prepared to accept additional risk to principal to achieve this growth.

☐ **Income:** Client is more interested in obtaining a steady stream of current income from the portfolio than in growth of the portfolio.

☐ **Safety of Principal:** Client is interested primarily in preserving the value of the account assets, and is willing to forego more growth or higher income.

☐ **Trading Profits:** Client wants to take advantage of short-term trading opportunities, which may involve establishing and then liquidating positions quickly.

☐ **Speculation:** Client is interested in taking above-average risks to principal in an attempt to achieve above-average returns.

The above information regarding Client's investment objectives represents Client's current preference and supersedes any indications of such preference that Client may have previously provided to you with respect to securities transactions other than information specifically supplied with respect to options transactions.

**21. Account Designation.** The undersigned hereby request and authorize you to open an account in the name specified above as to which:  
(Please check appropriate box)

- ☒ The undersigned are **tenants in common**, each of us having an undivided, equal interest therein.
- ☐ The undersigned are **joint tenants with right of survivorship**, so that in case of the death of any of us, the entire account shall become the property of the survivor or survivors.
- ☐ The undersigned are husband and wife as **owners of community property**. As of 8/97, AZ, CA, ID, LA, NV, NM, TX, WA and WI are community property jurisdictions.
- ☐ Other. Please specify \_\_\_\_\_

**22. Payment Agreement.** You are authorized to rely on the payment instructions set forth below until written notice believed by you in good faith to be given such instructions is received by you. In addition, when so instructed by you, we are required to follow payment instructions which differ from the instructions set forth below with respect to specified transactions; provided, however, that only authorization over Client's account may authorize the transfer of funds to an account which is not in the name of the joint account established hereunder.

**Payment Instructions:**

Name of Bank or Other Recipient:

**NationsBank of Texas, NA** ABA#: 111000025

Address:

**Dallas, Texas**

Name of Account:

**Kenneth L. & Linda P. Lay**

Account Number:

**0707**

Contact Name and Telephone Number (if applicable):

**Sherrie Gibson (713) 630-0103**

The following persons are among those authorized to transfer funds:

**23. Order Placed by Others.** If you are authorizing someone other than one of the joint owners to place orders on your behalf, please indicate the person's name below and complete the enclosed trading authorization.

**Fayez Sarofim & Co.**

**24. Disclosure to Investor.** Client understands that you may be required to disclose to the Client's issuers the name, address and securities positions of the Client's account in your or your nominee's name, unless you are notified that Client objects. Client hereby notifies you that Client wishes such disclosure to be made.

☒ **CLIENT SHOULD CHECK THIS BOX IF CLIENT DOES NOT WANT TO BE NOTIFIED TO SUCH DISCLOSURE.**

By signing below, Client acknowledges receipt of a copy of this Multi-Party Account Agreement. A predecease arbitration clause is contained in Section 12 hereof.

Signature:

Please Print Name:

**Kenneth L. Lay**

Signature:

Please Print Name:

**Linda P. Lay**

Signature:

Please Print Name:

Signature:

Please Print Name:

**For Goldman, Sachs & Co. use only**

Account Representative Receiving Account

Date:

**4/29/99**

Manager Reviewing Account

Date:

**6/23/99**

MAR 12 1999 PM 3:27

APPROVAL/RECEIPT

From-GOLDMAN SACHS

5-92-22-99 04:18pm

101-017 P.01/01

7135582808

CONFIDENTIAL

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**12. Client Representations.** Each of the undersigned represents that he or she is of legal age. Client further represents that no one except the Client has an interest in Client's account unless such interest is revealed in the title of such account and in any such case, Client has the interest indicated in such title. Client warrants that he or she will keep you informed of any changes in the information supplied to you herein or otherwise in connection with your establishing and maintaining an account or accounts for Client.

**14. Power and Authority.** The undersigned hereby represent and warrant to you that each of the undersigned has full power and authority on behalf of all of the undersigned: (a) to make purchases and sales for Client's account; (b) to withdraw funds, securities and other property from Client's account; (c) to give and receive instructions, demands, notices, confirmations, reports, statements of account and communications of every kind; (d) to execute this agreement and other agreements relating to the foregoing matters and to terminate, modify, or waive any of the provisions thereof; and (e) generally to deal with you on behalf of Client's account, either individually or in our joint names, as fully and completely as if each alone were interested therein. All without notice to the other or others. Notwithstanding the foregoing, the undersigned agree that you may, in your sole discretion: (i) require joint instruction from some or all of the undersigned before taking any action hereunder and (ii) if you should receive instructions from any one of the undersigned, comply with your opinion, in conflict with instructions received from any other of the undersigned, with any such instructions and/or advise the undersigned of the apparent conflict and/or take no action as to any such instructions until you receive instructions from any one or all of the undersigned which are satisfactory to you. The authority conferred herein shall remain in force until written notice of the revocation, signed by each of the undersigned, is received at your New York office.

**15. Jointly.** Each of the undersigned agrees on his or her or her estate, executors, administrators and legal representatives Client's account shall be joint and several. The estate of any of survivor shall be jointly and severally liable for any debt or to completing transactions initiated prior to your receipt of the w liquidating the account, or otherwise.

**16. Beneficiary.** Client agrees that all funds, securities and oth and the proceeds thereof shall be held for the account in the title, with all the legal and equitable rights of every nature : obligations and conditions, that such form of ownership is undersigned. In the event of the death or incompetency of any change which affects the manner in which the property in immediately be given written notice thereof, and, in addition to agreements relating to Client's account, you are authorized to documents and tax waivers, and retain such portion of or resi all as you may deem advisable.

on behalf and on behalf of his or her liability with respect to who shall have died and such in the Account resulting from ten notice of such death, from

property held for the account annar indicated in the account d kind, and subject to all the loses upon all or any of the is of the undersigned, or other to account is held, you shall e actions permitted under any aks such action, require such d transactions in the account.

An margin account will be established for the Client herein and until the account is approved for margin transactions by **Goldman, Sachs & Co.**

**Please complete Section 17 only if Client wishes to apply for a margin account.**

**17. Margin.** Section 17 applies to transactions effected in a securities margin account which has been established by you. The provisions of Secti n 17 are in addition to the other provisions contained in this agreement.

- a) Client represents and warrants to you that Client has had an opportunity to discuss with you the risks associated with the use of margin and that the use of margin is consistent with Client's investment objectives as supplied to you, including, if applicable, the designation of safety of principal as Client's primary investment objecti
- b) Client agrees to maintain margins for Client's account as you may require from time to time. Client agrees to pay interest charges which are imposed, in accordance with your usual custom, with respect to Client's account and to pay on demand any debit balance owing with respect to Client's account.
- c) Client agrees that securities and other property in Client's account may be carried in your general loans and may be pledged or hypothecated separat / or in common with other securities and any other property for the sum due to you thereon or for a greater sum and without retaining in your possession and control for deliv y a like amount of similar securities or other property and that certain rights of ownership, including the right to vote such securities, may be transferred to you or by you to others.
- By signing here, Client indicates a desire to apply for a securities margin account, agree to abide by all provisions in Section 17, and acknowledges is that Client's securities may be loaned to Goldman, Sachs & Co. or to others.

Signature:

Date:

Signature:

Date:

Signature:

Date:

Signature:

Date:

### Part 1. Answer:

**18. Disclosure of Client and Others.** Check all applicable boxes and provide an explanation below if Client is associated with any of the entities listed below, or if an immediate family member of Client (spouse, brother, sister, parents, children, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law), or other person, who supports Client to a material extent, is associated with any of the following entities:

- ☐ an exchange;
- ☐ a member or member organization of any exchange or the NASD or any broker-dealer;
- ☐ a bank, savings and loan institution, trust company, insurance company; or
- ☐ an investment company, an investment advisory firm or other institutional investment entity.

Explanation:

### 19. Financial Information.

|                                       | Below \$250,000          | \$250,000 to \$500,000   | \$500,000 to \$1,000,000 | Over \$1,000,000                    |
|---------------------------------------|--------------------------|--------------------------|--------------------------|-------------------------------------|
| Total Net Worth (excluding residence) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Annual Income                         | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Total Net Liquid Assets               | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

101/PAL  
K

**20. Investment Objectives.** While individual transactions may vary, Client's investment objectives with respect to securities transactions are set forth below. Such information does not apply to other transactions with you or with any of your affiliates. **Please rank all applicable objectives in order of preference ("1" indicates the highest preference, "5" indicates the lowest preference).**

1 **Growth:** Client is more interested in having the market value of the portfolio grow over the long term than in current income from portfolio; Client is prepared to accept additional risk to principal to achieve this growth.

2 **Income:** Client is more interested in obtaining a steady stream of current income from the portfolio than in growth of the portfolio.

3 **Safety of Principal:** Client is interested primarily in preserving the value of the account assets, and is willing to forego more growth or higher income.

5 **Trading Profits:** Client wants to take advantage of short-term trading opportunities, which may involve establishing and then liquidating positions quickly.

4 **Speculation:** Client is interested in taking above-average risks to principal in an attempt to achieve above-average returns.

The above information regarding Client's investment objectives represents Client's current preferences and supersedes any indications of such preferences that Client may have previously provided to you with respect to securities transactions other than information specifically supplied with respect to options transactions.

**21. Account Designation.** The undersigned hereby request and authorize you to open an account in the name specified above as to which:  
(Please check appropriate box)

- ☒ The undersigned are tenants in common, each of us having an undivided, equal interest therein.
- ☐ The undersigned are joint tenants with right of survivorship, so that in case of the death of any of us, the entire account shall become the property of the survivor or survivors.
- ☐ The undersigned are husband and wife as owners of community property. As of 8/97, AZ, CA, ID, LA, NV, NM, TX, WA and WI are community property jurisdictions.
- ☐ Other. Please specify \_\_\_\_\_

**22. Payment Authorization.** You are authorized to rely on the payment instructions set forth below until written notice is received by you. In addition, when so instructed by you, you are not required to follow payment instructions which differ from the instructions set forth below with respect to specified transactions; provided, however, that only Client or a person with trading authorization over Client's account may authorize the transfer of funds to an account which is not in the name of the joint account established heretofore.

**Payment Instructions:**

Name of Bank or Other Recipient: NationsBank of Texas, NA ABA#: 111000025

Address: Dallas, Texas

Name of Account: Kenneth L. & Linda P. Lay

Account Number: 0707

Contact Name and Telephone Number (if applicable):  
Sherrie Gibson (713) 630-0103

The following persons are among those authorized to transfer funds:

**23. Orders Placed by Others.** If you are authorizing someone other than one of the joint owners to place orders on your behalf, please indicate the person's name below and complete the enclosed trading authorization.

Favez Sarofim & Co.

**24. Disclosure to Beneficiary.** Client understands that you may be required to disclose to securities issuers the name, address and securities positions of the Client's account in your or your nominee's name unless you are notified that Client objects. Client hereby notifies you that Client wishes such disclosure to be made.

☒ CLIENT SHOULD CHECK THIS BOX IF CLIENT DOES NOT WANT TO BE REQUIRED TO DISCLOSE TO SUCH DISCLOSURE.

By signing below, Client acknowledges receipt of a copy of this Multi-Party Account Agreement. A predispute arbitration clause is contained in Section 12 hereof.

Signature: Kenneth L. Lay Date: 2/22/99

Please Print Name:

Kenneth L. Lay

Signature: Linda P. Lay

Please Print Name:

Linda P. Lay

Signature: \_\_\_\_\_

Please Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Please Print Name: \_\_\_\_\_

**For Goldmann, Sachs & Co. use only**

Account Representative Receiving Account

Manager Reviewing Account

Date: 2/23/99

Date: 4/29/99

MR 12-99 3:27

585-22-98 04:18pm

From-GOLDMAN SACHS

713652601

CONFIDENTIAL

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00167

# Supplementary Information Form

(Internal Use Only. Copy must be attached to New Account Form. Only accounts of registered investment advisers, public corporations, banks and insurance companies are exempt from this requirement.)

RSI\*  
Date SII Revised

Title of Account (FS) Account Number  
Kenneth L. Lay & Linda P. Lay Ten. Com [REDACTED] 090

If Partnership, Sole Proprietorship or Corporation  
Name and residence address and any other business affiliation of each beneficial owner:

N/A

LINDA IS A HOMEMAKER WHO IS DONATING UNINVOLVED IN THE INVESTMENT PROCESS. SHE HAS LITTLE INVESTMENT EXPERIENCE.

Write a short description of the account's background and investment history; If an isolated account, please indicate the trade for which the account is being opened: KEN AND LINDA HAVE HAD A RELATIONSHIP WITH FAYEZ CARAFIM FOR SEVERAL YEARS. THIS IS A GROWTH-ORIENTED "BUY AND HOLD" ACCOUNT INVESTED FOR THE LONG TERM. THIS ACCOUNT WAS FUNDED THROUGH THE SALE OF EIRAN STOCK. \*Ray C. White is administrator of Fayerz for all 341 assets

List Public Companies in which Client is a Director or Executive Officer: EIRAN, COMPAQ  
Name of Public Companies as to which the client is a 5% stockholder: -  
List any securities subject to contractual restrictions on resale: EIRAN  
List any securities subject to a registration statement or as to which the client has registration rights:  
Name of any Company as to which client has filed a Form 3 or 4 or a Schedule 13D or 13G:  
List any "restricted securities" (i.e., securities acquired in a transaction not involving a public offering): EIRAN, COMPAQ

List any Public Company as to which the client is an "affiliate" (i.e., has the power to direct the management or policies of the Public Company): EIRAN, COMPAQ

Annual income (note if estimated): ~\$ 2MM  
Total Net Worth excluding residence (note if estimated): ~\$ 100MM

Investment Objectives (List those applicable in number of priority) Please note that investment objectives and other information must be compared to client's application and revised as necessary:

Safety: ☐ Income: ☐ Growth: ☒ Trading: ☐ Speculation: ☐ Other: ☐

Will orders be entered by person other than client? ☒ Fayerz

If yes, please complete the sections below and complete and attach an "Information only" SII Form for each agent. Be sure to include information on agent's current employer and investment history.

Has necessary trading authorization been requested?

Relationship between client and individual placing orders:

Estimate year of birth:

Client:

Agent:

\*Please note that investment objectives and other information must be compared to client's application and revised as necessary.

Account Representative Receiving Account

Date

5/27/99

SII / RSI

SII/RSI  
K

# Supplementary Information Form

(Internal Use Only. Copy must be attached to New Account Form. Only accounts of registered investment advisers, public corporations, banks and insurance companies are exempt from this requirement.)

RSI\*  
Date SII Revised

Title of Account

(FS)

Account Number

Kenneth L. Lay &amp; Linda P. Lay Tph. Com

4090

If Partnership, Sole Proprietorship or Corporation

Name and residence address and any other business affiliation of each beneficial owner:

N/A

LINDA IS A HOMEMAKER WHO IS TOTALLY UNINVOLVED IN THE INVESTMENT PROCESS. SHE HAS LITTLE INVESTMENT EXPERIENCE.

Write a short description of the account's background and investment history; if an isolated account, please indicate the trade for which the account is being opened: KEN AND LINDA HAVE HAD A RELATIONSHIP WITH PAYFZ CARPIM FOR 5+ YEARS. THIS IS A GROWTH-ORIENTED "BUY AND HOLD" ACCOUNT INVESTED FOR THE LONG TERM. THIS ACCOUNT WAS FUNDED THROUGH THE SALE OF EIRW STOCK. \*Ray G. White is administrator at Payfz and David Thibault for all 341 assets

List Public Companies in which Client is a Director or Executive Officer: EIRW, COMPAQ

Name of Public Companies as to which the client is a 5% stockholder: -

List any securities subject to contractual restrictions on resale: EIRW

List any securities subject to a registration statement or as to which the client has registration rights:

Name of any Company as to which client has filed a Form 3 or 4 or a Schedule 13D or 13G:

List any "restricted securities" (i.e., securities acquired in a transaction not involving a public offering): EIRW, COMPAQ

List any Public Company as to which the client is an "affiliate" (i.e., has the power to direct the management or policies of the Public Company): EIRW, COMPAQ

Annual income (note if estimated): ~\$ 2MM

Total Net Worth excluding residence (note if estimated): ~\$ 100MM

Investment Objectives (List those applicable in number of priority) Please note that investment objectives and other information must be compared to client's application and revised as necessary:

Safety: ☐Income: ☐Growth: ☒Trading: ☐Speculation: ☐Other: ☐Will orders be entered by person other than client? ☒ Fayer

If yes, please complete the sections below and complete and attach an "information only" SII Form for each agent. Be sure to include information on agent's current employer and investment history.

Has necessary trading authorization been requested?

Relationship between client and individual placing orders:

Estimate year of birth:

Client:

Agent:

\*Please note that investment objectives and other information must be compared to client's application and revised as necessary.

Account Representative Receiving Account

Date

5/27/99

SII / RSI

CONFIDENTIAL

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00169

# MARGIN/OPTION REQUEST

CHECK TYPE OF APPROVAL REQUESTED:

Date: 2/23/99 Margin: SVB Full Muni

Options:        Listed Equity        OTC Equity  
       Listed For. Currency        OTC Fixed Income

APPROVAL EXPANSION REQUEST:

Date:        Margin:        SVB        Full        Muni

Options:        Listed Equity        OTC Equity  
       Listed For. Currency        OTC Fixed Income

Date:        Margin:        SVB        Full        Muni

Options:        Listed Equity        OTC Equity  
       Listed For. Currency        OTC Fixed Income

A/C NAME: KENNETH L. LAY & LINDA P. LAY

A/C NUMBER: 409-0-041

CHECK BOX IF DISCRETIONARY ACCOUNT ☐

BRIEF BACKGROUND (Including occupation or source of funds, investment history, level of sophistication, awareness of risks associated with option and/or margin trading):

Fayez managed account opened Jan 99. Also have their family partnership acct 014-15555 opened 1996. Ken is CEO of Enron Corp and extensive knowledge of equity, bond & emerging mkt. Linda is a housewife with no experience. Accou to wire out \$1.5 MM today.

INVESTMENT OBJECTIVES: (Number in order of priority)        Growth        Income        Safety        Trading Profits        Speculation

NET WORTH:        ANNUAL INCOME:       

IS SOMEONE OTHER THAN CLIENT PLACING ORDERS? YES IF YES, INDICATE AGENT'S NAME AND GIVE BRIEF BACKGROUND OF AGENT'S INVESTMENT EXPERIENCE: FAYEZ SAROFIM & CO.

(Attach copy of TA if not already on file.)

IF TRUST ACCOUNT, DOES TRUST AGREEMENT AUTHORIZE OPTION AND/OR MARGIN TRADING?       

IF YES, attach appropriate pages of Trust Agmt. If NO, submit an Opinion of Counsel for an IRREVOCABLE Trust, OR the appropriate Option or Margin Agreement signed by client as Grantor/Settlor/Trustor and Trustee if Trust is REVOCABLE Living Trust.

FOR MARGIN APPROVAL: (Attach original or copy of Margin Agreement if not already on file)

1) "MANDATORY CLOSE-OUT OF SHORT SALE" DISCLOSURE FORWARDED TO CLIENT ON 12/15/98

2) MARGIN COLLATERAL: CASH MARKET VALUE OF MARGINABLE SECURITIES \$3MM

Are any of the Securities restricted under Rules 144, 145, 144k?       

FOR OPTION APPROVAL: (Attach original or copy of Option Agreement if received)

1) Option Disclosure Booklet and "Special Statement for Uncovered Option Writers" forwarded to client on       

2) SELECT LEVEL OF APPROVAL REQUIRED:

Writing Fully Covered (OAP1)

Buying (OAP2)

1-1 Spreading (OAP3)

Writing Uncovered (OAP4)

CALLS

PUTS

Full Margin

PLEASE NOTE: Client's signed Option Agreement must be received within 15 days of approval date. IF NOT RECEIVED WITHIN 15 DAYS, ONLY CLOSING OPTION TRANSACTIONS ARE PERMITTED.

IS ACCOUNT ACTING IN CONCERT WITH ANY OTHER?       

IF YES, indicate related Account Number(s) or Top Account Number:       

REGL. MANAGER APPROVAL Ken Kass 2/23/99

NY "SAME DAY" APPROVAL BY WHOM/DATE VMA 2/23/99 BE

FOR NEW YORK USE ONLY

OPTION APPROVAL:

Level/Date Appvd.       

Level/Date Appvd.       

Level/Date Appvd.       

Level/Date Appvd.       

AGREEMENT REC'D DATE:       

Sr. ROP Approval for Discretionary Option Trading:       

MARGIN APPROVAL:

Short-vs-Box/Date Appvd.       

Option Trading Only/Date Appvd.       

Borrowing Only/Date Appvd.       

Full Margin/Date Appvd. MA-2/23/99

Muni-Margin/Date Appvd.       

COMMENTS:       

AGREEMENT REC'D/DATE:       

P-4256-810 REV 7/95

CONFIDENTIAL

2 GS

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